

**EMPLOYMENT AGREEMENT
BETWEEN
ASHBURNHAM MUNICIPAL LIGHT BOARD
AND
GENERAL MANAGER**

THIS AGREEMENT, by and between the Ashburnham Municipal Light Plant, ("the AMLP") acting by and through its duly elected Municipal Light Board (the "Board") with no personal liability to themselves, and Kevin Sullivan, ("Mr. Sullivan" or the "General Manager");

WITNESSETH:

WHEREAS, the Board pursuant to Massachusetts General Laws, Chapter 164, Section 56, as amended, shall appoint a General Manager;

WHEREAS, on August 10th, 2017, the Board voted to appoint Mr. Sullivan as General Manager of the AMLP;

WHEREAS, it is the desire of the Board to obtain the services of the General Manager as an employee, and to provide inducement for him to remain in such employment; and

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said General Manager and the AMLP has a policy authorizing the Board to enter into an employment contract with the General Manager; and

WHEREAS, Mr. Sullivan agrees to accept employment as General Manager of the Ashburnham Municipal Light Plant, subject to the following conditions;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section I, Functions and Duties of the General Manager.

- A. The Board hereby offers to employ said Kevin Sullivan as General Manager of said AMLP, and the General Manager accepts said offer.
- B. In accordance with M.G.L. Chapter 164 §56, subject to the direction and control of the Board, the General Manager shall have full charge of the operation and management of the AMLP, the manufacture and distribution of electricity, the purchase of supplies, the employment of attorneys and of agents and servants, the method, time, price, quantity and quality of the supply, the collection of bills, and the keeping of accounts of the AMLP.
- C. The General Manager shall attend all meetings of the Board, and recommend to the Board the adoption of any measures requiring action by them as he may deem necessary or expedient.

- D. The General Manager shall keep the Board fully advised from time to time as to the needs and activities of the AMLP, and to furnish the Board in writing by March 15th of each year with a detailed list of the appropriations required during the next ensuing year for the proper conduct of the AMLP.
- E. The General Manager shall file an annual report by March 15th of each year on the business and financial matters of the AMLP.
- F. The General Manager shall perform his duties in a competent and professional manner and consistent with his office.

Section II, Term.

This Agreement shall become effective August 14, 2017, and shall be in full force and effect until August 13, 2020. The Agreement shall be for a term of three (3) years, subject to Section V.

Section III, Salary.

- A. The Board agrees to pay the General Manager for services rendered under this Agreement, the bi-weekly amount of \$5,192.30, which if annualized equals an annual base salary of \$135,000, subject to applicable withholdings and deductions, effective August 14, 2017, payable at the same time as other employees of the AMLP are paid, subject to this sub-section. At the conclusion of the first six (6) months of employment, the base salary shall be increased by \$5,000. The bi-weekly amount, therefore, shall be \$5,384.62, which if annualized equals an annual base salary of \$140,000, subject to applicable withholdings and deductions, effective February 14, 2018, and continuing through August 13, 2020.

Merit salary increases may be reviewed and considered by the Board annually on the basis of the General Manager's performance and the financial status of the AMLP.

- B. If the General Manager continues in office after the expiration of this Agreement, and there is no successor agreement, he shall continue to receive the salary under this Section III until such time as his salary shall be otherwise provided for by the Board. This subsection shall survive the termination of this Agreement.
- C. At the conclusion of the first, second, and third year of the contract, the General Manager may receive, at the Board's discretion, a performance bonus of up to 10% of his salary in effect at the time which will be based on performance as measured against agreed upon goals and the financial condition of the AMLP. Said amount will be in addition to any merit increase given as part of the annual review process described in Section VI. Paid bonuses shall be reported as wages for the purposes of taxation and calculation of pension to the extent permitted by law.

- D. For the purposes of the Fair Labor Standards Act, the General Manager shall be an "exempt employee" and the General Manager shall not be eligible for overtime pay.

Section IV, Hours of Work

- A. The General Manager shall devote, at a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position. Due to the unique nature of the position of General Manager, it is understood and agreed that, in order to properly perform the job required, the General Manager may have to expend additional time beyond the normal AMLP work day; and the General Manager agrees to expend time as is required, including, but not limited to, time required to represent the AMLP at meetings and events, including Board Meetings, meetings with the Selectmen, Town Administrator, and other town boards, committees, commissions, and departments, and time necessitated by emergency situations.
- B. Where the General Manager is required to devote substantial time to properly discharge his duties and where he is not granted any compensatory time, he is allowed a flexible work schedule and may take time away from the normal work day. There shall be no paid overtime or additional compensation for such additional time. If the General Manager will be absent for a full day, he shall notify the Chairman of the Light Board in advance.
- C. The General Manager shall organize, with the Chairman, the Agenda for Board Meetings and participate in all of the Board's Meetings, and other meetings where his attendance would be beneficial to the orderly conduct of the AMLP's business and operations.
- D. The General Manager will not engage in any other business during or after normal business hours, except with the approval of the Board.

Section V, Termination and Severance Pay.

- A. The Board may terminate the General Manager for cause or without cause during the term of this Agreement.
- B. *Paragraph not used.*
- C. In the event the General Manager is terminated by the Board prior to the expiration of the Term of this Agreement without cause, the Board agrees that it shall pay to the General Manager a lump sum cash payment equal to six (6) months aggregate salary, which amount shall be paid to the General Manager on or before the effective date of termination of his employment along with any earned but unused vacation leave. In the event the General Manager is terminated for cause he shall not be eligible for severance pay under this Agreement. This subsection C shall survive any termination of this Agreement.

- D. In the event the General Manager voluntarily terminates his position with the AMLP before the expiration of the term of this Agreement, the General Manager shall give the Board one (1) month's written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. If the General Manager leaves voluntarily he shall be paid through the date stated in his advance written notice, and thereafter he shall not be entitled to any additional compensation or benefits under this Agreement including, but not limited to, Section III A or C, and Section V(B).
- E. Termination of the General Manager's appointment by the Board shall terminate this Agreement.

Section VI, General Manager Evaluation.

- A. The Board shall review and evaluate the General Manager every year from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the General Manager. Further, the Chairman of the Board shall provide the General Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the General Manager to discuss his evaluation with the Board. Individual Board members evaluations shall be part of the General Manager's personnel file and not a public record to the extent permitted by law.
- B. Annually the Board and the General Manager shall define the goals and objectives which they determine necessary for the proper operation of the AMLP and the attainment of the Board's policy objectives. The Board shall further establish a general priority among those various goals and objectives, and said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Board and the events that have occurred during the year.

Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty and Disability Insurance.

- A. The General Manager will be provided with health insurance as provided to other AMLP employees.
- B. The General Manager shall be entitled to five (5) weeks paid vacation leave per calendar year. A week shall be defined as five (5) working days. Two (2) weeks of unused vacation leave may be carried over from one year to another but shall not be accumulated. The General Manager's vacation leave shall be pro-rated for calendar year 2017.
- C. The General Manager shall be allowed twelve (12) sick days per calendar year. Three (3) days of unused sick leave may be carried over to the next year but shall not be accumulated from year to year. The General Manager's sick leave shall be pro-rated for calendar year 2017.

- D. The General Manager shall receive paid leave for the following holidays:

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Washington's Birthday
Labor Day	Patriot's Day
Columbus Day	Martin Luther King Day
Christmas Day	Floating Holiday

The General Manager's holiday leave shall be pro-rated for calendar year 2017.

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays listed above falls on Sunday, the following Monday shall be observed as the holiday.

- E. Upon the death of the General Manager's spouse or his children, the General Manager will be granted leave of five (5) working days without loss of pay.

Upon the death of the General Manager's mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the General Manager will be granted leave of three (3) working days without loss of pay.

- F. The General Manager shall receive four (4) days of personal leave each calendar year. Unused personal days shall not be carried over. The General Manager's personal leave shall be pro-rated for calendar year 2017.

- G. In the event that the General Manager serves as a juror in a federal court or in the Courts of the Commonwealth, he shall receive from the AMLP the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.

- H. The General Manager shall be eligible for short term/long term disability insurance as provided to other AMLP employees.

- I. The AMLP reserves the right to change or amend the Town and AMLP's benefits at any time. The General Manager acknowledges that certain benefits that are provided by third parties, for example the Town and/or the Commonwealth, which are not controlled by the AMLP, may be subject to change without notice.

Section VIII, Professional Development.

- A. The AMLP agrees to pay for the registration, travel and subsistence expenses of the General Manager for short courses, institutes and seminars that are necessary for his professional development, which are approved in advance by the Board.
- B. The General Manager may attend up to ten (10) relevant seminars or professional conferences including but not limited to MEAM, MMWEC, APPA, and NEPPA that are necessary for his professional development, with the Board's approval. Reasonable travel, lodging, meals, conference and incidental fees shall be paid by the AMLP. Time spent at such conferences shall not be deducted from his vacation leave and shall be considered as professional development leave.

Section IX, Dues and Subscriptions.

The AMLP agrees to pay for the professional dues and subscriptions of the General Manager necessary for his membership in relevant professional organizations deemed necessary and desirable for his continued professional participation, growth and advancement and the benefit of the AMLP, subject to the Board's approval.

Section X, Computer and Cell Phone

The AMLP will provide the General Manager with a laptop computer which shall remain the property of the AMLP and shall be returned to the AMLP upon termination of the General Manager's employment for any reason. The AMLP will reimburse the General Manager for 50% of the monthly cost of a cell phone including wireless voice, text, and data service and phone insurance during the Term of this Agreement.

Section XI, Automobile

The AMLP shall provide a AMLP vehicle for use by the General Manager and pay for all attendant operating and maintenance expenses and insurance during the Term of this Agreement. Said vehicle is to be used by the General Manager in connection with the performance of his duties and for his professional growth and development and for limited personal use. The General Manager will not be permitted to utilize the vehicle outside of Massachusetts, except for official purposes or as authorized by the Board. The General Manager shall be responsible for any taxes that may be assessed for personal use.

Section XII, Business Expenses

The General Manager shall be reimbursed for reasonable business expenses incurred with the actual performance of his duties as General Manager.

Section XIII, Indemnification.

The Board shall defend, save harmless and indemnify the General Manager against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as General Manager, even if said claim has been made following his termination from employment, provided that the General Manager acted within the scope of his duties and in good faith.

The Board shall pay the amount of any settlement or judgment rendered thereon. The Board may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the General Manager.

The Board shall reimburse the General Manager for any reasonable attorneys' fees and costs incurred by the General Manager in connection with such claims or suits involving the General Manager in his professional capacity where the Plant does not provide him counsel.

This section shall survive the termination of this Agreement.

This section is subject to Chapter 258 of the Massachusetts General Laws.

Section XIV, Bonding.

The AMLP shall bear the full cost of any fidelity or other bonds required of the General Manager.

Section XV, Non-Renewal of Agreement.

If the Board decides not to renew this Agreement at the end of the Term, the Board shall give the General Manager written notice at least six (6) months in advance of the expiration of the Term of its intent not to renew this Agreement. The General Manager shall remind the Board of the six (6) month requirement by giving written notice to the Board, seven (7) months in advance of the expiration of the Term.

Section XVI, Other Terms and Conditions of Employment.

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement and health insurance shall apply to the General Manager as they generally apply to other employees of the AMLP, in addition to the benefits enumerated herein specifically for the benefit of the General Manager.
- B. All other general provisions of the AMLP relating to fringe benefits shall also apply to the General Manager as they apply to other employees of the AMLP, in addition to the benefits enumerated specifically for the benefit of the General Manager, except as otherwise provided in this Agreement.

- C. This Agreement shall prevail over any conflicting personnel provisions of the AMLP Personnel Policies or Personnel Rules and Regulations.

Section XVII, *Section not used.*

Section XVIII, Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

LIGHT BOARD: Chairman
 Ashburnham Municipal Light Board
 P.O. BOX 823
 Ashburnham, MA 01430

GENERAL MANAGER: Kevin Sullivan
 40 Stevens Rd.
 Hudson, MA 01749

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XIX, General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the General Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Ashburnham Municipal Light Plant has caused this Agreement to be signed and executed in its behalf by its Municipal Light Board and the General Manager has signed and executed this Agreement, both in duplicate.

ASHBURNHAM MUNICIPAL
LIGHT PLANT (Acting by and
Through its Municipal Light Board)

Richard M. O'Leary
Chairman, Municipal Light Board

DATE: 09-15-2017

Approved as to Legal Form

D. M. Moschos
D. M. Moschos, Esq., Special Counsel

DATE: 9/17/17

GENERAL MANAGER

Kevin Sullivan
Kevin Sullivan

DATE: 9/13/17